

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600927

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crescent Agency Services LLC, as Collateral Agent		10/02/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Guard, L.L.C.
Street Address:	30 Two Bridges Road
City:	Fairfield
State/Country:	NEW JERSEY
Postal Code:	07004
Entity Type:	Limited Liability Company: NEW JERSEY
Name:	Motor Dealer Services Group, LLC
Street Address:	30 Two Bridges Road
City:	Fairfield
State/Country:	NEW JERSEY
Postal Code:	07004
Entity Type:	Limited Liability Company: NEVADA
Name:	Prevent-A-Theft Group Nevada, LLC
Street Address:	30 Two Bridges Road
City:	Fairfield
State/Country:	NEW JERSEY
Postal Code:	07004
Entity Type:	Limited Liability Company: NEVADA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3593082	ROYAL GUARD
Registration Number:	3729008	MAGIC TRAK
Registration Number:	2241357	PREVENT-A-THEFT
Registration Number:	2606894	MAXXGARD
Registration Number:	2973820	ROADSENTRY
Registration Number:	4117981	ROADSENTRY ULTIMATE
Registration Number:	4111544	ROADSENTRY COMPLETE

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 2127514864*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 2129061216**Email:** angela.amaru@lw.com**Correspondent Name:** Latham & Watkins LLP c/o Angela M. Amaru**Address Line 1:** 885 Third Avenue**Address Line 4:** New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	050485-0147
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NAME OF SUBMITTER:	Angela M. Amaru
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SIGNATURE:	/s/ Angela M. Amaru
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DATE SIGNED:	10/02/2020
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Total Attachments: 3

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**RELEASE AND TERMINATION
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL**

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL, dated as of October 2, 2020 (this "Release"), is made by CRESCENT AGENCY SERVICES LLC, a Delaware limited liability company, acting in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent") under that certain Intellectual Property Security Agreement, dated as of September 9, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Intellectual Property Security Agreement"), by and between ROYAL GUARD, L.L.C., a New Jersey limited liability company, MOTOR DEALER SERVICES GROUP, LLC, a Nevada limited liability company and PREVENT-A-THEFT GROUP NEVADA, LLC, a Nevada limited liability company, (collectively, "Grantor") and the Collateral Agent. Capitalized terms used herein without definition are used as defined in the Security Agreement

WHEREAS, pursuant to the Intellectual Property Security Agreement which was recorded in the records of the United States Patent and Trademark Office on September 9, 2019 at reel 6739, frame 0468, the Grantor granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under its owned or thereafter acquired Intellectual Property Collateral, including those Trademarks set forth on the attached Schedule 1;

WHEREAS, pursuant to that certain Payoff Letter, dated as of October 2, 2020, by and among the Grantor, the other signatories party thereto and the Collateral Agent, the Grantor has requested that the Collateral Agent, and the Collateral Agent has agreed to, (a) release any and all security interests it may have in the Intellectual Property Collateral pursuant to the Intellectual Property Security Agreement and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Intellectual Property Collateral.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the security interest created under the Intellectual Property Security Agreement in the Intellectual Property Collateral, (b) release and relinquish its security interest in the Intellectual Property Collateral, and (c) discharge any and all rights, title and interest it has in and the security interest granted to the Collateral Agent in the Intellectual Property Collateral. The Collateral Agent agrees, or authorizes the Grantor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Collateral Agent's security interests in the Intellectual Property Collateral.

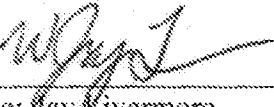
THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

COLLATERAL AGENT:

CRESCENT AGENCY SERVICES LLC,
as Collateral Agent

By: 
Name: Jake Garmey
Title: Managing Director

By: 
Name: Jay Livermore
Title: Vice President

SCHEDULE 1

United States Trademark Registrations and Applications

<u>Owner / Grantor</u>	<u>Mark</u>	<u>Registration / Application No.</u>	<u>Registration / Application Date</u>
Royal Guard, L.L.C.	ROYAL GUARD	3,593,082	3/17/2009
Prevent-a-Theft Group Nevada, LLC	MAGIC TRAK Magic Trak	3,729,008	12/22/2009
Prevent-a-Theft Group Nevada, LLC	Prevent-A-Theft	2,241,357	04/20/1999
Motor Dealer Services Group, LLC	MAXXGARD Maxxgard	2,606,894	08/13/2002
Motor Dealer Services Group, LLC	Roadsentry	2,973,820	07/19/2005
Motor Dealer Services Group, LLC	ROADSENTRY ULTIMATE Roadsentry Ultimate	4,117,981	03/27/2012
Motor Dealer Services Group, LLC	ROADSENTRY COMPLETE Roadsentry Complete	4,111,544	03/13/2012